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An ACT for Vesting and Settling the real and personal Estate of John Morfe, late Citizen and Goldsmith of London, deceased, for the Benefit of the several Persons intituled under his Will, and for the better answering and effecting the Intents and Purposes of the same Will.

Deceas John Morfe, late of London, Goldsmith, made his last Will and Testament in Writing, bearing Date the Twenty-sixth Day of July, One thousand Seven hundred and Thirty-six, and after having given several Messuages, Lands, Tenements, and Hereditaments, in the Counties of Wilts and Oxford, therein mentioned and described, to his Sister Elizabeth Morfe (since deceased) for her Life, he thereby gave, devised, and bequeathed, all his Manors, Messuages, Mills, Lands, Tenements, and Hereditaments, in the several Counties of Wilts, Oxford, Bucks, and Warwick (subject to the Estate for Life therein before given to his Sister) unto Sir Francis Child, Knight, and Alderman of the City of London, and Samuel Child his Brother (both since deceased), and their Heirs, to the several Uses, Intents, and Purposes following; that is to say, To the Use of his Niece, Elizabeth Payne, Spinster, for the Term of her natural Life, with Liberty to grant Leases for Twenty-one Years, at the improved yearly Value; and after her Decease, to the Use of the First and every other Son and Sons of her Body in Tail Male, chargeable with the Payment of the Sum of Twenty thousand Pounds to younger Children, in such Proportions as his said Niece should direct and appoint; and for Want of such Direction and Appointment to be equally divided between such younger Children, Share and Share alike; and for Want of Issue Male of his said Niece, to the Use of

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such

such Daughter or Daughters as she should have, if but one the whole, if more than one to be equally divided between such Daughters, Share and Share alike; and in Default of such Issue Male and Female of his said Niece, then he gave, devised, and bequeathed, his said Estates to his Sister *Elizabeth Morfe*, during her Life, with Power for her to charge the same with any Sum or Sums of Money, not exceeding Twenty thousand Pounds; and from and after the Decease of his said Niece, without Issue Male or Female, and of his said Sister, he gave, devised, and bequeathed, his said Estates, chargeable as aforesaid, to the said Sir *Francis Child* for Life, and after his Decease to the Heirs of his Body; and for Want of such Issue, to the said *Samuel Child* for Life, and after his Decease to the Heirs of his Body; and for Want of such Issue, to the Use of such Person or Persons, and for such Estate and Estates, as his said Sister *Elizabeth Morfe*, and his said Niece *Elizabeth Payne*, or the Survivor of them, should, by Writing under her or their Hands and Seals, duly attested by Two or more credible Witnesses, limit and appoint; and for Want of such Limitation and Appointment, to the Use of *John Blagrove*, of *Watchfield* in the County of *Berks*, Esquire, for Life, and to the Heirs of his Body; and for Want of such Issue, to the Heirs of the said *John Blagrove* for ever; and he gave and bequeathed all the Residue of his personal Estate unto the said Sir *Francis Child* and *Samuel Child*, whom he thereby appointed Joint Executors of his Will, upon Trust that they or the Survivor of them should, as soon as conveniently might be after his Decease, lay out the same in the Purchase of Manors, Messuages, Lands, Tenements, and Hereditaments, in Fee-simple or Copyhold of Inheritance, to be settled to the same Uses, and subject to the same Charges, as his real Estates are therein before directed to be subject to and liable; and until such Purchase, he gave his said Executors full Power to continue his personal Estate upon such Funds and Securities as they should find the same at his Decease, or to alter the same, or to sell or dispose thereof, or of any Part thereof, and to replace the same, and the Interest and Produce thereof, in the Funds or Government Securities, or otherwise at Interest, in such manner as they should think fit:

And whereas the said *John Morfe* made a Codicil to his said Will, bearing Date the Twenty-third Day of *April* One thousand Seven hundred and Thirty-seven, and after reciting or taking Notice that he had by his Will devised all his Estates in the Counties of *Wilts*, *Oxford*, *Bucks*, and *Warwick*, and the Residue of his personal Estate, after Payment of his Debts and Legacies, and the Estates to be purchased therewith, unto the said Sir *Francis Child* and *Samuel Child*, and their Heirs, in Trust for his said Niece *Elizabeth Payne*, who had since against his Consent intermarried with *Peregrine Bertie*, Esquire, he gave and devised all his Manors, Messuages, Mills, Lands, Tenements, and Hereditaments, in the said several Counties of *Wilts*, *Oxford*, *Bucks*, and *Warwick*, and the Estates by his Will directed to be purchased, with his personal Estate, unto the said Sir *Francis Child* and *Samuel Child*, and unto *Walter Pryse*, of *Castle-yard*, *London*, Gentleman, whom he thereby joined with them in the several Trusts therein and in his said Will mentioned; and to the Survivors



vivors and Survivor of them, and the Heirs of such Survivor, upon Trust that they, and the Survivors and Survivor of them, and the Heirs of such Survivor, should pay the Rents, Issues, and Profits, of his said Estates, purchased and to be purchased, to such Person and Persons, and for such Purposes, as his said Niece *Elizabeth Bertie* should, under her Hand and Seal, attested as is therein mentioned, from time to time direct and appoint during her Life, exclusive of her said Husband; and after her Decease, in Trust for the several other Uses, Intents, and Purposes, in his said Will directed:

And whereas the said *John Morfe* made another Codicil to his said Will, bearing Date the Third Day of *May* One thousand Seven hundred and Thirty-seven, and after mentioning or taking Notice that he had by his said Will and Codicil devised all his Estates for the Benefit of his said Niece *Elizabeth Bertie* and her Issue, and she having given him great Offence by marrying with the said *Peregrine Bertie*, in Opposition to his the Testator's Request to the contrary; therefore, in order to prevent any Estate real or personal which he might die possessed of or intitled unto, from coming into his the said *Peregrine Bertie's* Power, or under his Conduct, and that his Wife might have no more than a reasonable and competent Allowance and Provision thereout for her Life, for her own separate Use, and that the Savings out of the annual Produce of all his Estates might be preserved for the Benefit of her Issue, and the other Purposes in his Will and Codicil mentioned, he thereby impowered the said Sir *Francis Child*, *Samuel Child*, and *Walter Pryse*, from time to time and at all times thereafter, to employ such Person or Persons (the said *Peregrine Bertie*, or any Person by him recommended, excepted), at and under such Salary and Salaries, as they, or the Survivors or Survivor of them, or the Heir of such Survivor, should think convenient, to receive the Rents, Issues, and Profits, of all his Estates, and return the same to the Shop of the said Sir *Francis Child* and Company, and to be carried to the Account of the said Sir *Francis Child* and *Samuel Child*; and he directed his said Trustees to pay thereout, by quarterly Payments, one Annuity or yearly Rent-charge of Four hundred Pounds, unto such Person or Persons as his said Niece should from time to time, under her Hand and Seal, exclusive of her said Husband, nominate and appoint; and to lay out the Remainder of the Rents, Issues, and Profits, of his Estates, together with his personal Estate, after Payment of his Debts, Legacies, and Bequests, in the Purchase of Freehold or Copyhold Lands and Tenements, to be settled to the Uses in his said Will and Codicil; and directed that his Niece should have no larger or greater Annuity out of his whole Estates than the said Four hundred Pounds a Year in manner aforesaid during her Life, unless his Trustees should think proper to increase the same, in which case he impowered them so to do, out of the Rents and Profits of his Estates, in such manner as they should think fit, not exceeding Two hundred Pounds a Year more, provided the said *Peregrine Bertie* had no Concern therein:

And whereas the said *John Morfe* made another Codicil to his said Will, bearing Date the Twenty-ninth Day of *October*, One thousand Seven hundred

hundred and Thirty-seven, and after reciting or taking Notice therein that he had by his Will devised his real Estates, and the Estates to be purchased, with the Residue of his personal Estate, after Payment of his Debts and Legacies, to the several Uses, Intents, and Purposes therein mentioned, and having since recollected that it might thereafter be convenient to sell such real Estates, he did therefore give full Power and Authority to his said Trustees and their Heirs, and the Heir and Heirs of the Survivors and Survivor of them, to sell and dispose of his real Estates, or any Part or Parcel thereof, to such Person or Persons, and for such Sum and Sums of Money, as they in their Discretion should think fit; and to invest the Money arising from such Sale or Sales in the Stock of the publick Funds, or to purchase such other Estate or Estates as they should think proper and convenient, and directed that the Stock and Stocks, Estate and Estates, so to be purchased, and the Produce thereof, should be subject to the Uses, Intents, and Purposes, in his said Will and Codicils limited and declared:

**And whereas** the said Testator *John Morse* made another Codicil to his said Will, bearing Date the Twenty-fifth Day of *July* One thousand Seven hundred and Thirty-eight, and after taking Notice therein that his said Niece, since her Intermarriage with the said *Peregrine Bertie*, had Issue by him One Son, *Peregrine Morse Bertie*, an Infant, who, according to the Limitations in his said Will, might be entitled, after her Death, to his Estates, as Tenant in Tail, he did, for preventing thereof, direct, notwithstanding any Provision in his Will to the contrary, that whatever Estate or Estates should descend or come to him, or any other Child or Children of his said Niece, by virtue of the said Will, should be holden by such Child or Children respectively as Tenant or Tenants for Life only, and that such Child or Children should have no greater or other Estate therein; but that the Issue of such Child or Children should have such Estate and Interest as they would have had if this Restriction had not been made; and that the said *Sir Francis Child*, *Samuel Child*, and *Walter Pryse*, and the Survivors and Survivor of them, and the Heirs of such Survivor, should remain Trustees for the said *Peregrine Morse Bertie*, the Infant, and all and every other Child and Children of his said Niece, in all his Estates whereto he, she, or they, might be intitled by virtue of his Will, during their several and respective Minorities; and he thereby impowered his said Trustees to pay to such Person or Persons as they should think fit to nominate and appoint, such Sum and Sums of Money as they should think proper for the Maintenance and Education of the said *Peregrine Morse Bertie*, the Infant, and all and every Son and Sons, Daughter and Daughters, which his said Niece should have, and for the Care of their Estates during their several Minorities:

**And whereas** the said Testator died on or about the Twenty-eighth Day of *May* One thousand Seven hundred and Thirty-nine, and the said *Sir Francis Child*, and *Samuel Child*, proved his said Will and Codicils in the Prerogative Court of *Canterbury*; and the said *Sir Francis Child* soon after died:

And



**And whereas** the said *Peregrine Morfe Bertie*, being the only Child of the said *Peregrine Bertie* and *Elizabeth Bertie*, which was born in the Life-time of the said *John Morfe* the Testator, died before the said Testator, and the said *Elizabeth Morfe*, the Testator's Sister is also since dead :

**And whereas** the said *Peregrine Bertie* and *Elizabeth* his Wife, have Six Children between them, (*viz.* *Peregrine Bertie*, their eldest Son, who hath attained his Age of Twenty-one Years; and *Elizabeth Bertie*, *Albemarle Bertie*, *Sophia Bertie*, *Louisa Bertie*, and *Henrietta Bertie*, who are all Infants under the Age of Twenty-one Years :

**And whereas** by a Decree, or Decretal Order of the High Court of Chancery, made on the Tenth Day of *March* One thousand Seven hundred and Forty-three, in several Causes, in One of which the said *Elizabeth Bertie* the Mother, and the said *Peregrine Bertie* her then only Son, and *Elizabeth Bertie* her Daughter, then both Infants, were Plaintiffs; and the said *Samuel Child* and *Walter Pryse*, the surviving Trustees of the said Will, and the said *Peregrine Bertie*, the Husband of the said *Elizabeth Bertie* the Mother, were Defendants; it was (amongst other Things) ordered and decreed, that the clear Surplus of the said Testator's personal Estate, should be laid out in the Purchase of Lands, Tenements, and Hereditaments, in the Names of the said *Samuel Child* and *Walter Pryse*, to be settled with the Approbation of the Master to whom the said Cause was referred, to such Uses and upon such Trusts, as the said Testator's real Estates, devised to the said Trustees by his First Codicil, ought according to his said Will and Codicils to be settled; and in the mean time, to be placed out at Interest, on Government or real Securities, with the Approbation of the Master; and that the Interest to become due thereon, be applied in the same manner as the Rents and Profits of the Lands to be purchased with such Surplus are to be applied; and that a Settlement should be made of the said Testator's real Estates, pursuant to the Directions of his said Will and Codicils; and directed that the said Annuity of Six hundred Pounds *per Annum*, should be paid to the said *Elizabeth Bertie* the Mother, and that Allowances should be made for the Maintenance of her Children during their Minorities: and it was further ordered, that the Surplus, Rents, Issues, Produce, and Profits, of the said Trust Estates, real and personal, which should accrue during the Life of the said *Elizabeth Bertie* the Mother, when and as the same should amount to a competent Sum, should be laid out with the Approbation of the said Master, in the Purchase of Lands, in the Names of the said Trustees, to be settled in the same Manner as was before directed, concerning the Lands to be purchased, with the Capital of the Surplus of the said Testator's personal Estate and; in the mean time should be in like Manner placed out at Interest, with the Approbation of the said Master :

**And whereas** the said *Samuel Child* survived the said *Walter Pryse*, and is since also dead, leaving *Francis Child*, his eldest Son and Heir, and *Robert Child* his younger Son, and no other Issue, and upon the Death of the said *Samuel Child*, the Trusts declared of the real and personal Estates of the said *John Morfe* the Testator, given and devised by his Will and

Codicils as aforesaid, came unto, vested in, and devolved upon, the said *Francis Child*, Esquire, as eldest Son and Heir, and upon *Agatha Child*, as sole Executrix of the said *Samuel Child* respectively :

**And whereas** Part of the Testator's personal Estate, amounting to Ten thousand Pounds and upwards; hath, since his Death, been laid out in the Purchase of Lands and Hereditaments in the County of *Bucks*, which have been conveyed to the said *Francis Child* and his Heirs, upon the Trusts and for the Purposes in the said Will, Codicils, and Decree, mentioned, directed, and appointed :

**And whereas** the real and Leasehold Estates, left by the Testator at his Death, and the Lands and Hereditaments since purchased by his Executors, are together of the yearly Rent or Value of Two thousand Three hundred Pounds, or thereabouts ; but no Settlement hath yet been made thereof, pursuant to the said Will, Codicils, and Decree ; and his personal Estate, now consisting of several Stocks, Funds, Securities, and Cash, amounts to Twenty-two thousand Pounds and upwards :

**And whereas** the said *Peregrine Bertie* the younger, being intituled to such real and Leasehold and personal Estates as aforesaid, either expectant on the Death of his Mother, or subject to a Provision made for her during her Life; and for raising Portions for her younger Children, did, soon after his coming of Age, exhibit a Petition to the Court of Chancery, praying, that a yearly Allowance might be made him out of the Rents and Profits of the said real and personal Estates, in Proportion to the Fortune he was intitled to ; and the Lord Keeper of the Great Seal, upon hearing the said Petition on the Twenty-first Day of *July* One thousand Seven hundred and Sixty, declared he was of Opinion, on the Will and Codicils of the said Mr. *Morse*, under the present Event that had happened, which probably was not considered by the Testator, that it was beyond the Jurisdiction of the Court to give the said Petitioner Maintenance out of the said Estates ; and therefore ordered, that the said Petition should be dismissed ; so that the said *Peregrine Bertie* the Younger, is not only disqualified and disabled to make any Settlement or Disposition, either upon Marriage or otherwise, of any Part of the said Estates, whereof the Inheritance doth visibly belong unto, and is in Equity become a vested Interest in him (subject to the Provision made for his Mother and her younger Children as aforesaid), but is also totally defeated and become destitute of any Maintenance or Subsistence, except what his Mother may think proper to allow him out of her Income :

**And whereas** the said *Peregrine Bertie* the Elder, and *Elizabeth* his Wife, and *Peregrine Bertie* the Younger, have taken the Premises into Consideration, and being satisfied and convinced, that, considering the several intricate, perplexed, inconsistent, and impracticable Devises and Dispositions, contained and inserted in the said Will and Codicils, the said *Peregrine Bertie* the Younger, under the Circumstances above-mentioned, has no Prospect of Redress or Relief, but by the Assistance and Interposition of the  
Legislature ;



Legislature ; and are advised, and have proposed to apply for, and endeavour to obtain, an Act of Parliament, for settling the real and personal Estates of the said Testator, so as that the said *Peregrine Bertie* the Younger may be invested with the immediate Possession and Enjoyment, and have the Receipt, of the yearly Rents, Issues, and Profits thereof, subject nevertheless to the Annuity to the said *Elizabeth Bertie*, and to the other Charges of the said Testator as aforesaid, and with such Remainders and other Uses and Limitations over, so as to be conformable to, and answer the true Intention and Meaning, and the general Tenor and Purport, of the said Testator's Will and Codicils ; and in order to facilitate the obtaining such intended Act, and to obviate and prevent any Loss, Damage or Prejudice that may happen to, or fall upon the several Persons in Remainder, who are to take after the Death and Failure of Issue Male of the said *Peregrine Bertie* the Younger respectively ; the said *Peregrine Bertie* the Elder, and *Elizabeth* his Wife, and *Peregrine Bertie* the Younger, are willing and desirous, that a Provision may be made in the said intended Act, for prohibiting, preventing, and disabling him the said *Peregrine Bertie* the Younger, and other the Sons of the said *Elizabeth Bertie*, from barring and defeating the said Remainders, or any of them, during the Life-time of the said *Elizabeth Bertie* his Mother, and such other Provisions as, in the Judgment and Wisdom of Parliament, shall be thought just and reasonable to be made in the Premises :

**Wherefore** Your MAJESTY's most Dutiful and Loyal Subjects the said *Peregrine Bertie* the Elder, and *Elizabeth Bertie* his Wife, and *Peregrine Bertie* the Younger,

*Do most humbly beseech Your MAJESTY ;*

That it may be **Enacted ; And be it Enacted**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and every the Manors, Messuages, Mills, Farms, Lands, Tenements, and Hereditaments, late the Estate of, or belonging to the said Testator *John Morfe*, and given and devised by his said Will and Codicils in manner herein before-mentioned, with their and every of their Rights, Royalties, Members, and Appurtenances ; and also, all that the Manor or Lordship of *Nottley*, otherwise *Nuttley*, in the said County of *Buckingham*, with the Rights, Members, and Appurtenances thereof ; and all the Capital Messuage or Abbey of *Nottley*, otherwise *Nuttley*, with the Appurtenances in the said County of *Buckingham* ; and also all those Eight Yard-Lands of Arable, Meadow, and Pasture Ground, lying dispersedly in the Common Fields and Liberty of *Long Crendon*, in the said County of *Buckingham* ; and all and singular the Messuages, Edifices, Barns, Stables, Dovehouses, Gardens, Orchards, Curtilages, Closes, Arable Lands, Tenements, Hereditaments, Pastures, Feedings, Commons, Common of Pasture, Demesne Lands, Balks, Hades, Mills, Watercourses, Ponds, Fishings, Emoluments, Hereditaments, and Appurtenances whatsoever, to the said Manor or Lordship, Capital Messuage or Abbey, Eight Yard-Lands,

Lands, Tenements, or any or either of them, belonging or in any wise appertaining ; and also all and all Manner of Tythes, yearly arising, renewing, or growing, upon, from, and out of, the said last-mentioned Premises, or any Part thereof ; all which said Premises now are or late were in the Tenure or Occupation of *Henry Reynolds*, his Under-tenants, Lessees, or Assigns, at and under the yearly Rent of Three hundred Pounds ; and all other the Messuages, Closes, Lands, Tenements, and Hereditaments whatsoever, situate, lying, and being in *Nottley*, otherwise *Nuttley*, and *Long Crendon* aforesaid, or either of them, late of or belonging to *Norrey Bertie*, Esquire, which were purchased of him by the said *Agatha Child*, with Part of the personal Estate of the said *John Morfe*, deceased : And also all that Capital Messuage or Manor House, called *Dein-Court*, situate in *Wooborne*, otherwise *Woobourne*, otherwise *Woburne*, in the County of *Bucks*, and all Houses, Out-houses, Edifices, Buildings, Barns, Stables, Dove-houses, Gate-houses, Orchards, Gardens, Courts, Backsides, Waters, Fishings from the Graffage against *Woburne Church*, down to the Corner of the *Court-Close Hedge*, next unto *Dein-Court Mill*, and also all those Seven Acres of Pasture Ground, Garden, and Orchard Ground, to the said Capital Messuage or Manor House belonging and adjoining, in *Wooborne* aforesaid ; and also all that Malt-house, with the Appurtenances thereunto belonging, in *Wooborne* aforesaid, and all that Close of Meadow Ground in *Wooborne* aforesaid, called *Mugg's Close*, containing by Estimation Two Acres and an Half, be the same more or less, adjoining to the River on the East, to the Land formerly of *Robert Aldridge* Esquire on the West, to the Common or *Lord's Waste* on the South, and to *Slade Mead* on the North ; and also all that Piece or Parcel of of Meadow Ground, with the Appurtenances, in the Parish of *Wooborne* aforesaid, in a common Mead called *Wooborne Mead*, containing by Estimation Two Acres, be it more or less, lying in Length between *Headfore Mead* on the North, and the Land formerly of *Edward Harding* and *Richard King* on the South, and at the West End thereof, leading upon a Piece of Meadow, formerly of *Jasper Haywood*, commonly called the *Asb Piece*, and at the East End thereof, upon the Meadow formerly of *Rowland Hind* Esquire, leading into a Meadow in *Headfore*, called the *Railed Meadow* ; all which said last-mentioned Capital Messuage, Malt-house, Pieces and Parcels of Lands, Hereditaments, and Premises, formerly were in the Tenure or Occupation of *Richard Spratley*, and now or late of *Francis Saunders* and *William Hobday*, or One of them, their or One of their Under-tenants or Assigns ; and all that Cottage or Tenement, and Garden thereto adjoining and belonging, in *Wooborne* aforesaid, formerly in the Tenure or Occupation of

and now or late of *Ralph Hatch*, his Under-tenants or Assigns ; and also all that other Cottage or Tenement, and Garden thereto belonging, in *Wooborne* aforesaid, formerly in the Tenure or Occupation of

and now of *James Munday*, his Under-tenants or Assigns ; and also all that Tenement or Shop, with the Appurtenances adjoining to the said Capital Messuage, called *Dein-Court*, in *Wooborne* aforesaid, formerly in the Tenure or Occupation of *William Heneble*, and now or late of *Lack*, his Under-tenants or Assigns ; and also all those several Pieces or Parcels of Land, containing in the whole Fifty Acres and Three Roods, or there-



thereabouts, be the same more or less, lying and being in the several Places following, (that is to say) Eight Acres and Half in a common Field, called *Bean Land*, Twenty-two Acres and Half in *Westfield*, Eight Acres and Three Roods in *Southfield*, and Eleven in *Rock Furlong*, otherwise *Rough Furlong*, in *Wooborne* aforesaid, and formerly were in the Tenure or Occupation of the said *Richard Spratley*, and late of *William Hobday*, and now are in the Tenure or Occupation of *Francis Saunders*, his Under-tenants or Assigns; and also all other the Messuages or Tenements, Houses, Buildings, Yards, Gardens, Orchards, Land and Ground, Arable, Meadow, and Pasture, whatsoever, in the Parish of *Wooborne* aforesaid, late of or belonging to *George Abney*, *Matthew Iremonger*, *William Abney*, and *Katherine* his Wife, some or One of them, and which were also purchased of them by the said *Agatha Child*, with Part of the personal Estate of the said *John Morse*; and also all that Messuage or Tenement, with the Appurtenances, wherein *William Riddle* the Elder, and afterwards *Ruth Riddle* formerly dwelt, and is now in the Occupation of *Thomas Heather*, Blacksmith, situate and being at or near *Wobourn*, otherwise *Woobourne Green*, in the Parish of *Wobourne*, otherwise *Woobourne*, in the said County of *Bucks*, and was heretofore Two Tenements. One of which was called or known by the Name of the *King's Arms*, and also the Plot of Meadow and Orchard to the said Messuage belonging; and all that other Messuage or Tenement, heretofore built upon Ground, which was Part of or belonged to the said Plot of Meadow and Orchard, and wherein *Henry Fellows* and *French* did dwell, but now standsemy and unoccupied, with the Yard, Garden, and Orchard, thereunto belonging; and also One Acre of Land, called *Picked Acre*, lying in *Tenterfield*, in *Wobourne* aforesaid; and also One Piece of Arable Land there, containing by Estimation One Acre and an Half, be it more or less, lying between the Land late of the Right Honourable the Earl of *Wharton*, but now Part of the Estate late of the said *John Morse*, deceased, on the South, and Land belonging to the Church of *Wobourn* aforesaid on the North; and also One Acre of Arable Land, be it more or less, lying in a common Field in *Wobourne* aforesaid, called *North Croft*, between the Land late of *Francis Saunders*, on the North, and of *Robert Reeve*, alias *Drew*, on the South; all which said Lands were formerly in the Tenure or Occupation of the said *William Riddle*, and afterwards of the Widow *Church*, her Assigns or Under-tenans; and also all other the Messuages, Lands, Tenements, and Hereditaments whatsoever, in the Parish of *Wobourn*, otherwise *Woobourne* aforesaid, which were, or was heretofore, the Estate of the said *William Riddle*, and by him sold and conveyed to *Edward Lee*, of *Bradenham*, in the said County of *Bucks*, Yeoman, and since purchased of him by the said *Agatha Child*, with Part of the personal Estate of the said *John Morse*; and also all and singular Houses, Out-houses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Woods, Underwoods, Trees, Hedges, Ditches, Mounds, Fences, Fishings, Fowlings, Huntings, and Hawkings, Mines, Quarries, Commons, Common of Pasture, Ways, Waters, Watercourses, Courts Leet, Courts Baron, View of Frank Pledge, Perquisites and Profits of Courts, Waifs, Estrays, Goods and Chattels of Felons and Fugitives, Felons of themselves, Rents, Reversions, Services, Rights, Royalties, Franchises, Liberties,

bertles, Privileges, Jurisdictions, Profits, Commodities, Advantages, and Hereditaments whatsoever, to the said Manors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, vested and settled by this Act, or any of them, belonging or in any wise appertaining, or accepted, reputed, deemed, taken, or known, as Part, Parcel, or Member thereof, or of any Part thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Manors and Premises, shall, from and after the Tenth Day of *October* One thousand Seven hundred and Sixty, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in, *Peregrine Bertie* of *Low Layton*, in the County of *Essex*, Esquire, and *Richard Wilbraham Bootle* of *Lathom Hall*, in the County Palatine of *Lancaster*, Esquire, their Heirs and Assigns, freed and discharged, and absolutely acquitted, exonerated, and indemnified, of, from, and against, all and every the Uses, Estates, Trusts, Powers, and Limitations, in and by the said Will and Codicils of the said *John Morse*, limited, created, provided, and declared, or directed to be limited, created, and declared, of and concerning the same Premises: But nevertheless, to, for, and upon, the several Uses, Trusts, Intents, and Purposes, and subject to the Provisoes and Declarations herein after mentioned, expressed, and declared, of and concerning the same (that is to say), To the Use of the said *Peregrine Bertie*, and *Richard Wilbraham Bootle*, their Executors, Administrators, and Assigns, for and during the Term of Five hundred Year, to commence and be computed from and immediately after the passing this Act, and fully to be complete and ended, without Impeachment of Waste, upon the Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Provisoes and Declarations, herein after mentioned, expressed, and declared, of and concerning the same; and immediately after the End, Expiration, or other sooner Determination, of the said Term of Five hundred Years, to the Use of the said *Peregrine Bertie* the Younger, and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, to the Use of the said *Albemarle Bertie*, and the Heirs Male of his Body lawfully issuing; and in Default of such Issue, to the Use of all and every other the Son and Sons, on the Body of the said *Elizabeth Bertie* the Mother, lawfully begotten or to be begotten, and hereafter to be born, severally, successively, and in Remainder, one after another, in Order and Course, as they respectively shall be in Priority of Birth, and the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, every Elder of such Sons, and the Heirs Male of his Body, being always preferred and to take before a younger of them, and the Heirs Male of his Body; and in Default of such Issue, to the Use of all and every the Daughter and Daughters, on the Body of the said *Elizabeth Bertie* the Mother, begotten or to be begotten, and the Heirs of the Body and Bodies of such Daughter and Daughters issuing, such Daughters, if more than One, to take in equal Parts and Shares, as Tenants in common, and not as Joint-tenants; and in case of the Death and Failure of Issue of any One or more of the said Daughters, all and every the Share and Shares, as well originally belonging to, as accruing or devolving upon, such Daughter or Daughters respectively, by Survivorship, shall, from time to time, as often as it shall so happen, go, remain, and enure, to the Survivors and Survivor, and others and other, of the said Daughters, and the



the Heirs of the Body and Bodies of such surviving and other Daughter and Daughters respectively, such surviving Daughters, if more than One, to take also in equal Shares, as Tenants in common, and not as Joint-tenants; and in Default of such Issue, to the Use of the said *Francis Child*, and the Heirs of his Body lawfully issuing; and in Default of such Issue, to the Use of the said *Robert Child*, and the Heirs of his Body, lawfully issuing; and for Want of such Issue, to the Use of such Person and Persons, and for such Estate and Estates, and to and for such Ends, Intents, and Purposes, and subject to such Powers, Provisoes, and Declarations, as the said *Elizabeth Bertie* the Mother shall, whether Sole or Coyert, and notwithstanding her Coverture by any Deed or Deeds, Writing or Writings, to be by her sealed and delivered, in the Presence of and attested by Two or more Witnesses, or by her last Will and Testament in Writing, or any other Writing purporting, or in the Nature of her last Will and Testament, to be by her signed, sealed, published, and declared, in the Presence of and attested by Three or more Witnesses, from time to time, direct, limit, and appoint; and in Default of such Direction, Limitation, or Appointment, to the Use of *John Blagrove* of *Watchfield*, in the County of *Berks*, Esquire, and his Assigns, during his Life, and immediately from and after his Decease, to the Use of the Heirs of the Body of the said *John Blagrove*, lawfully issuing; and for Default of such Issue, to the Use of the right Heirs of the said *John Blagrove* for ever:

And it is hereby Enacted and Declared, That the said Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Premises, herein before limited, in Use to the said *Peregrine Bertie* and *Richard Wilbraham Bootle*, their Executors, Administrators, and Assigns, for the said Term of Five hundred Years, are and were so limited to them, upon the Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Provisoes and Declarations herein after mentioned, expressed, and declared, of and concerning the same, that is to say, upon Trust, that they the said *Peregrine Bertie*, and *Richard Wilbraham Bootle*, and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall, yearly and every Year, during the Life of the said *Elizabeth Bertie* the Mother, by and out of the Rents, Issues, and Profits, of the said Manors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Premises, comprised in the said Term of Five hundred Years, raise and levy the Annuity or yearly Sum of Six hundred Pounds, of lawful Money of *Great Britain*, free from all Deductions, for or in respect of any Taxes, Assessments, or other Impositions whatsoever, already imposed or hereafter to be imposed, by Authority of Parliament, or otherwise howsoever, and pay, apply, and dispose of the same, to such Person or Persons, and to and for such Uses, Intents, and Purposes, as the said *Elizabeth Bertie* the Mother, shall, notwithstanding her Coverture, from time to time, by Writing under her Hand, order, direct, or appoint; and for want of such Order, Direction, or Appointment, into her own proper Hands, to the Intent the same may be for her sole and separate Use and Disposition, and may not be subject to the Debts, Disposals, Controul, or Engagements, of the said *Peregrine Bertie* the Elder, and for which the Receipt or Receipts, of the said *Elizabeth Bertie* the Mother, under her Hand, or of such Person or Persons

as she shall appoint to receive the same, shall, notwithstanding her Cover-  
tures, be, from time to time, a sufficient Discharge to the said *Peregrine  
Bertie*, and *Richard Wilbram Bootle*, and the Survivor of them,  
and the Executors and Administrators of such Survivor, for so much  
thereof as shall therein be acknowledged or expressed to be paid; the said  
Annuity or yearly Sum of Six hundred Pounds to be paid quarterly, at or  
on the Feasts of the Annunciation of the Blessed Virgin *Mary*, the Nati-  
vity of Saint *John* Baptist, Saint *Michael* the Archangel, and the Birth  
of our Lord *Christ*, in every Year, by equal Portions; the First Payment  
thereof to begin and be made at or on such of the said Feasts which shall  
first and next happen after the passing this Act: And also upon this  
further Trust, that they the said *Peregrine Bertie*, and *Richard Wil-  
bram Bootle*, and the Survivor of them, and the Executors and Admini-  
strators of such Survivor, do and shall, by Sale or Mortgage of the said Ma-  
nors, Messuages, Mills, Farms, Lands, Tenements, Hereditaments, and Pre-  
mises, so limited to them for the said Term of Five hundred Years as afore-  
said, or of a competent Part thereof, for all or any Part of the said Term, or  
by or out of the Rents and Profits of the same Premises, or by all or any  
the Ways and Means herein before mentioned, raise and levy the Sum of  
Twenty thousand Pounds of lawful Money of *Great Britain*, for the Por-  
tion and Portions of all and every the Child and Children of the Body of  
the said *Elizabeth Bertie* the Mother begotten or to be begotten (other  
than an eldest or only Son), to be paid to him, her, and them respectively,  
and in such Shares and Proportions, if more than One, as she the said *Eliza-  
beth Bertie* the Mother, by any Deed or Deeds. Writing or Writings, to be  
by her sealed and delivered, in the Presence of and attested by Two or more  
Witnesses, or by her last Will and Testament in Writing, or any Writing pur-  
porting, or in the Nature of her last Will and Testament, shall, notwithstand-  
ing her Coverture, respectively direct or appoint; and for Want of such  
Direction or Appointment, then the said Twenty-thousand Pounds to be  
equally divided between or amongst the said Children, if more than One;  
and if there shall be but One such Child, the whole to go to and be in  
Trust for such only Child; the said Portion and Portions to be an Interest  
vested in and paid to such of the said Children as shall be a Son or Sons,  
at his and their respective Ages of Twenty-one Years, and in such of the  
said Children as shall be a Daughter or Daughters, at her and their re-  
spective Ages of Twenty-one Years; or Days of Marriage, which shall first  
happen: And also upon this farther Trust, that they the said *Peregrine  
Bertie*, and *Richard Wilbram Bootle*, and the Survivor of them, and  
the Executors and Administrators of such Survivor, do and shall, by  
and out of the Rents and Profits of the Premises comprised in the said  
Term of Five hundred Years, raise and levy such Sum and Sums of Money,  
for the Maintenance and Education of the Child and Children intitled to  
Portions under the Trusts of the said Term of Five hundred Years as afore-  
said, until their respective Portions shall become payable, as shall amount  
unto and be equivalent with the Interest of their respective Portions, after the  
Rate of Four Pounds *per Centum per Annum*; the said yearly Sums for Main-  
tenance to be paid at or on the Feasts of the Annunciation of the Blessed Virgin  
*Mary*, the Nativity of Saint *John* the Baptist, Saint *Michael* the Archangel, and  
the

portions to be vested  
in & paid to Sons at  
21 & to Daughters at 21  
or mar



the Birth of Our Lord *Christ*, in every Year, by equal Portions; the First Payment thereof to begin and be made at or on such of the said Feasts as shall first and next happen after the passing this Act.

**Provided always, and it is hereby Enacted and Declared,** That if any of the younger Sons of the said *Elizabeth Bertie* the Mother shall happen to die under the Age of Twenty-one Years, or become an eldest or only Son, or any of her Daughters, intitled to Portions under the Trusts of the said Term of Five hundred Years shall happen to die under the Age of Twenty-one Years, and unmarried, then the Portion or Portions hereby provided for each such Child or Children so dying, or for such Younger Son so becoming an Eldest or only Son, shall from time to time accrue, and belong unto, and vest in, the Survivors and Survivor, and others and other, of the said Children, and shall be divided between or amongst them, if more than One, and paid at such Times and in such Manner as is herein before directed and provided, concerning his, her, and their original Portion and Portions respectively.

**And it is hereby further Enacted and Declared,** That in case any such Sum or Sums of Money shall, by virtue of the Proviso herein last before inserted and contained, vest in and devolve upon any Child or Children, intitled to a Portion or Portions under the Trusts of the said Term of Five hundred Years as aforesaid, by Way of Survivorship or Accruer as aforesaid, then all such Sum and Sums of Money, so vesting, devolving, and accruing as aforesaid, shall, from time to time, as the Case shall so happen, be subject and liable to such Right, Condition, and Contingency of Accruer or Survivorship, in favour and for the Benefit of the surviving and other Child and Children as is herein before declared of and concerning the original Portion and Portions of any such Child or Children as aforesaid.

**Provided also, and it is hereby Enacted and Declared,** That no Sale or Mortgage shall be made by the Trustee or Trustees of the said Term of Five hundred Years for the Time being, of any Part of the Premises comprised in the said Term, for raising the Portion and Portions hereby directed to be raised under the Trusts of the same Term, until some or one of the said Portions shall become payable.

**And it is hereby further Enacted and Declared,** that They the said Trustees, and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall permit and suffer the Rents and Profits of the Premises, comprised in the said Term of Five hundred Years, subject to the Payment of the said yearly Sum of Six hundred Pounds to the said *Elizabeth Bertie* the Mother, and to the yearly Sums for Maintenance as aforementioned, to be had, received, and taken, by the Person or Persons to whom the Reversion or Remainder of the Premises immediately expectant on the Determination of the said Term, shall, for the Time being, belong or appertain, until some or one of the Portions, hereby directed to be raised, shall become payable.

**Provided also,** That when all the Arrears of the said Annuity or yearly Sum of Six hundred Pounds, and all the Portions and Sums of Money, and Maintenance, hereby directed and appointed to be raised, by and under the Trusts of the said Term of Five hundred Years, shall have been raised and levied, or shall cease to become payable, and all the Trusts herein before declared, of and concerning the said Term, shall have been executed and performed, or shall become unnecessary, and the Costs and Charges of the Trustees of the same Term, in and about the Execution and Performance of the said Trusts, shall have been paid and satisfied, then and from thenceforth the said Term of Five hundred Years shall cease, determine, and be absolutely void,

*prohibitory or  
restraining*

**And it is hereby further Enacted and Declared,** by the Authority aforesaid, That the said *Peregrine Bertie* the Younger, and all and every other Person and Persons who shall, for the Time being, be Tenant in Tail of the Manors, Lands, Tenements, and Hereditaments, vested and settled by this Act, by virtue of and under the Limitations herein contained, are hereby absolutely restrained, prohibited, and disabled, during the Life of the said *Elizabeth Bertie* the Mother, from doing or committing any Manner of Waste in or upon the same Premises, as fully and effectually, to all Intents and Purposes, as if he or they respectively was or were hereby made barely Tenant for Life; and also from barring, defeating, or extinguishing, the Estate Tail, so hereby limited to or vested in them respectively as aforesaid, or any of the particular Uses, Estates, Remainders, or Limitations, thereupon expectant or depending; and that all and every or any Fine or Fines, Feoffment or Feoffments, common Recovery or Recoveries, Warranty or Warranties, and all other Acts, Deeds, Conveyances, Devises or Assurances, of what Nature or Kind soever, had, made, done, levied, acknowledged, executed, or suffered, during the Life-time of the said *Elizabeth Bertie* the Mother, of, for, or concerning, the Manors, Lands, Tenements, Hereditaments, and Premises, vested and settled by this Act, or any Part thereof, contrary to the Tenor, Purport, and true Meaning, of this Act, shall be, and are hereby declared to be, absolutely null, void, and of no Effect; any Law, Statute, Custom, or Usage to, the contrary notwithstanding.

**And it is hereby further Enacted and Declared,** That the said *Peregrine Bertie* the Younger, and all and every Person and Persons who shall, by virtue of this Act, be intitled to the Perception of the Rents of the Leasehold Messuages, Lands, Tenements, and Premises, vested and settled by this Act, are hereby restrained, prohibited, and disabled, from selling, aliening, assigning, or disposing of the same Leasehold Premises, or any Part thereof, during the Life of the said *Elizabeth Bertie* the Mother, to the Prejudice of any of the Persons intitled to the same by virtue of this Act, after the Death and Failure of Issue of the Persons so hereby intended to be restrained, prohibited, and disabled, as aforesaid.

**But nevertheless it is hereby Enacted and Declared,** That it shall and may be lawful to and for the said *Peregrine Bertie* the Younger, and



and all and every other Person and Persons respectively, who shall for the Time being be Tenant in Tail of the Manors, Lands, Tenements, Hereditaments, and Premises, vested and settled by this Act as aforesaid, by Indenture or Indentures under their respective Hands and Seals, to demise, lease, or grant, the same Premises, or any Part or Parts thereof, unto any Person or Persons, for any Term or Number of Years, not exceeding Twenty-one Years, to take Effect in Possession and not in Reversion, or by Way of future Interest; so as there be reserved on all such Leases, to continue payable during the Terms in such Leases to be granted, the best and most improved yearly Rent and Rents that can be got for the same, without taking for or in Consideration of any such Lease or Leases any Fine, Premium, or Fore-gift; and so as in every of the said Leases there be contained a Condition of Re-entry for Non-payment of the Rent and Rents thereby respectively to be reserved; and so as no Clause or Clauses be contained in any of the said Leases, giving Power to any Lessee to commit Waste, or exempting him, her, or them, from Punishment for committing the same; and so as the respective Lessees execute Counterparts of all such Leases.

**Provided always, and it is hereby further Enacted and Declared,** *power to make jointures or limit Rents charges*  
That it shall and may be lawful to and for the said *Peregrine Bertie* the Younger, and *Albemarle Bertie*, respectively, being Tenants in Tail in Possession, under the Limitations of this Act, at any time or times during the Life-time of the said *Elizabeth Bertie* their Mother, by any Deed or Deeds, Writing or Writings, to be by them respectively duly executed in the Presence of Two or more Witnesses, to grant, settle, limit, or appoint, any of the same Manors, Lands, Tenements, Hereditaments, and Premises, or any annual Sum or yearly Rent-charge, free from Taxes, to be issuing out of and charged upon the same Manors, Lands, Tenements, Hereditaments, and Premises, to be with Powers of Entry and Distress, and Perception of Rents, and other usual Provisions for securing and enforcing the Payment of such yearly Rent, and all Arrears thereof, as are usual in such Cases, unto, upon, or to the Use of any Woman or Women, that they the said *Peregrine Bertie* the younger and *Albemarle Bertie* respectively, shall happen to marry and take to Wife, as well before as after such Marriage, for and during the Life and Lives of such Woman or Women respectively, for her or their Jointure or Jointures, and in Bar of her or their Dower or Dowry, or for Part of her or their Jointure or Jointures, to take Effect from and after the Decease of the Person so granting, settling, limiting, or appointing; so as such Person, so granting, settling, limiting, or appointing, do and shall, actually and bona fide, have and receive, as a Portion or Fortune with such Woman or Women as he shall so marry, the Sum of One thousand Pounds, or the Value thereof, for every One hundred Pounds *per Annum* in Rents, or every Eighty Pounds *per Annum* Rent-charge, which shall be so granted, assigned, limited, or appointed, for or in Jointure as aforesaid, and so in Proportion for a greater or lesser Jointure or Rent-charge; and so as every such Jointure or Rent-charge, so to be granted, settled, limited, or appointed respectively, be without Prejudice to the raising and paying the said Annuity or yearly Sum of Six hundred Pounds, hereby

hereby secured to the said *Elizabeth Bertie* the Mother; and also to the raising and paying the Portions and Maintenance hereby also provided or secured for the younger Sons and Daughters, by and under the Trusts of the said Term of Five hundred Years, hereby limited as aforesaid.

*Power to raise portions for children*  
**Provided also, and it is hereby further Enacted and Declared,** by the Authority aforesaid, That it shall and may be lawful to and for the said *Peregrine Bertie* the Younger and *Albemarle Bertie* respectively, being Tenants in Tail in Possession as aforesaid, at any time or times during the Life-time of the said *Elizabeth Bertie* their Mother, by any Deed or Deeds, Writing or Writings, to be sealed and delivered in the Presence of, and attested by, Two or more Witnesses, to demise, grant, limit, and appoint, any of the same Freehold Manors, Lands, Tenements, Hereditaments, and Premises, unto any Person or Persons, for any Term or Number of Years, without Impeachment of Waste, to commence from the Death of the Person so demising, granting, limiting, or appointing, upon Trust, by Sale or Mortgage of the Premises so to be demised, granted, limited, or appointed, or any Part thereof, for all or any Part of the said Term or Terms so to be demised, granted, limited, or appointed, or out of the Rents and Profits thereof, or by all or any the said Ways and Means as to the Trustees, in whom such Term or Terms shall be vested, shall seem meet, to raise, levy, and pay, any Sum or Sums of Money, for or towards the Portion or Portions of all and every the Child and Children of the Person so demising, granting, limiting, or appointing, lawfully to be begotten on the Body or Bodies of any Woman or Women as he shall marry (other than an Eldest or only Son), not exceeding in the whole the Sum of Ten thousand Pounds of lawful Money of *Great Britain*, to be paid at such time and times, and with such Maintenance, from the Death of the Person so demising, granting, limiting, or appointing, not exceeding the Interest of the said Portions, after the Rate of Four Pounds *per Centum per Annum*, as shall be expressed in such Deed or Writing; so as such Demise, Grant, Limitation, or Appointment, be made with a proviso or Condition to cease and be void, when all such Sum and Sums of Money, thereby appointed to be raised and levied, shall be accordingly raised and levied, or shall cease to become payable.

**And whereas** by Indenture bearing Date the Tenth Day of *January* One thousand Seven hundred and Fifty-six, and made, or mentioned to be made, between the most Noble *Charles Duke of Queensberry and Dover* of the One Part, and the said *Agatha Child*, by the Name and Description of *Agatha Child of Lincolns-Inn Fields*, in the County of *Middlesex*, Widow, and Sole Executrix of the last Will and Testament of *Samuel Child*, late of *Lincolns-Inn Fields* aforesaid, Esquire, deceased, who at the time of his Death was the only surviving Devisee in Trust named in, and Executor of, the last Will and Testament of *John Morfe*, late Citizen and Goldsmith of *London*, deceased, of the other Part, the said Duke, for the Considerations therein mentioned, did grant, demise, and to farm, lett, unto the said *Agatha Child*, her Executors, Administrators, and Assigns, all that the Farmhouse and Farm of the Demesne of the Manor of *Ambrosbury* otherwise *Amesbury*,



*Amesbury Earls*, in the County of *Wilts*, together with all the Barns, Stables, Outhouses, Buildings, Courts, Bartons, Arable Lands, Meadow and Pasture Ground, Leasures, Feedings, Commons of Pasture, Slights, Sheepgates, and Feedings of Sheep, and all other Cattle, Profits, Commodities, and Advantages, to the said Farm, or any Part thereof, belonging or in any wise appertaining, or reputed or taken to belong or appertain, theretofore in the Tenure of *Peregrine Hobby*, Esquire, deceased, and afterwards in the Tenure of *George Caldecott*, Citizen and Merchant of *London*, deceased, and afterwards of *Windsor Sandys*, deceased, and then late in the Occupation of the said *Samuel Child*, and since of the said *Agatha Child*, her Under-tenants or Assigns; and also all that Parcel of Meadow or Pasture Ground, containing by Estimation Two Roods, now or late used with the Farm aforesaid, and lying all along on the West Side of the Barton Barn, and of a Close of Pasture belonging to the said Farm, lately divided and taken out of a Close of Meadow or Pasture Ground called *Durants*, late Parcel of a customary or Copyhold Tenement of the said Manor of *Ambrosbury* otherwise *Amesbury Earls*, called *Durants*, theretofore in the Tenure of *Joan Butler*, Widow, deceased; and all other the Lands, Tenements, and Hereditaments, of the said Duke of *Queensberry* and *Dover*, situate, lying, and being, in *Amesbury* aforesaid, belonging or in any wise appertaining to the said Farm, then or late in the Possession of the said *Agatha Child* or her Assigns, except and always reserved unto the said Duke, his Heirs and Assigns, all those Four Ridges of Arable Land, which theretofore were Parcel of the said Farm, situate, lying, and being, in the North-East of *Cuckles Hill*, abutting upon a Hedge called *Foresters Hedge*, within the Parish of *Ambrosbury* alias *Amesbury* aforesaid, with Four Ridges of arable Land, which *Edward*, theretofore Earl of *Hertford*, deceased, did lay unto the said Copyhold or customary Tenement called *Durants*, for and in Recompence of the said demised Parcel of Meadow or Pasture Ground, divided or taken out of the said Close of Meadow called *Durants*; and also except and reserved unto the said Duke, his Heirs and Assigns, from time, to time during the Term therein after mentioned, for his or their customary or Copyhold Tenements of the said Manor, all such Feedings, Pastures, and Common of Pasture, and all such First Cuts, Crops, and Shares of Grass and Hay, as had been used and accustomed to be taken in or upon the said demised Lands and Premises; and also except and reserved unto the said Duke, his Heirs and Assigns, all and all manner of Metals, Mines, and Quarries, and all Woods and Underwoods, Timber Trees, and other great Trees, saving Fruit Trees, then standing, growing, or being, or which at any time thereafter should or might stand, grow, or be, in or upon the said demised Lands and Premises, or any Part or Parcel thereof, with free Liberty of Ingress, Egress, and Regress, to and for the said Duke, his Heirs and Assigns, and such other Persons as he should appoint to sell, cut down, dig up, take, cart, and carry away the same, with Horses, Carts, and Carriages, or otherwise, and all Hawks and Hens, from time to time breeding or keeping in or upon the said demised Premises, or any Part thereof, with free Liberty of hawking, hunting, fishing, and fowling, at all manner of Game, within the said leased Premises, to and for the said Duke,

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his Heirs and Assigns, and such other Person and Persons as should accompany him or them, or as he or his Heirs should appoint, to hold the same, except before excepted, unto the said *Agatha Child*, her Executors, Administrators, and Assigns, from thenceforth for and during the Term of Ninety-nine Years, if the said *Peregrine Bertie* the Younger, *Albemarle Bertie*, and *Sophia Bertie*, or any of them, should so long live, at and under Two several yearly Rents or Sums of Twenty Pounds and Five Pounds of lawful Money of *Great Britain*, payable at the Times and on the Conditions therein mentioned.

**And whereas** by Indenture bearing Date the Twentieth Day of *December*, One thousand Seven hundred and Fifty-nine, and made or mentioned to be made between the Reverend *John Purnell*, Doctor in Divinity, the Warden and Scholars of *St. Mary College* of *Winchester* in *Oxford*, commonly called *New College* in *Oxford*, of the One Part, and the said *Agatha Child* of the other Part; for the Considerations therein mentioned, the said Warden and Scholars did demise, grant, and to farm lett, to the said *Agatha Child*, her Executors, Administrators, and Assigns, all that their Scite and Demesne Lands of their Manor of *Wood Perry*, in the County of *Oxford*, together with the Messuage or Dwelling-house, and all other Houses, Edifices, and Buildings, and also their Barn thereupon standing and lately erected, and all other their Lands, Meadows, Pastures, Leafows, Closes, Feedings, and Commons, in *Wood Perry* aforesaid, and to the said Scite and Demesne Lands belonging, with their Appurtenances; and also all that their Messuage, and One Yardlands and an half, theretofore called or known by the Name of *Palmers*; and also all that their Messuage and One Yardlands, theretofore called or known by the Name of *Clements*; and also all that their Messuage and One other Yardlands, theretofore called or known by the Name of *Mackneys*; and also all that their Toft and One half Yardlands, called *Bernards*; together with all and singular Meadows, Closes, Pastures, Feedings, Commons, and Appurtenances whatsoever, to the said last-mentioned Messuage, Toft, Yardlands, and half Yardlands, or any of them, belonging or in any wise appertaining; all which said last-mentioned Messuage, Toft, Yardlands, and half Yardlands aforesaid, together with the said Meadows, Closes, Pastures, Feedings, Commons, and Appurtenances thereunto belonging, are therein mentioned to be situate, lying, and being, respectively, in the Town or Village and Common Fields of *Stanton St. John*, in the County of *Oxford*, and to be theretofore in the Tenure or Occupation of *William Stevens*, Esquire, and since that of *Thomas Knollys*, Esquire, or of his Assigns, together with needful and necessary Fire-boot, Hedge-boot, Cart-boot, and Plough-boot, to be taken and spent in and upon the said Premises, and not elsewhere, during the Term thereby limited (except and out of the said Demise and Grant always excepted, and to the said Warden and Scholars and their Successors reserved), all and all Manner of Woods, Underwood, and Coppices, Timber, and Trees, then standing or growing, or which at any time thereafter should stand or grow, on or upon the said demised Premises or any of them, with Liberty of Ingress, Egress, and Regress, into and from the same Premises or any of them, to and for the said War-

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men and Scholars and their Successors, Officers, Ministers, and Servants, well to see and survey the said demised Scite Messuages, Houses, Edifices, and Buildings, and the Reparations thereof, and all and singular other the demised Premises, as also to fell, cut down, and carry away, the said Woods, Underwoods, Coppices, Timber, and Trees, or any of them; and also likewise except all the Parsonage of *Wood Perry* aforesaid, and all and singular Glebe Lands, Tythes, and Profits, thereunto belonging, and One Close called the *Wood Close* in *Wood Perry* aforesaid, and One Close of Pasture Ground called the *Nether End of Madcroft*, and also One Mead Ground in Closes called the *Broad Mead*, theretofore in the Occupation of *John Stacey* of *Stanton St. John* aforesaid, to hold the same (except before excepted) unto the said *Agatha Child*, her Executors, Administrators, and Assigns, from the Feast Day of *St. Michael* then last past, for the Term of Twenty Years thence next following, subject to the Uses and Trusts contained in the said Will of the said *John Morse*, yielding and paying to the said Warden and Scholars, and their Successors, the usual and accustomed Fees, and divers other yearly Rents and Reservations, amounting together in the whole to Nineteen Pounds Six Shillings, One Capon, and Two Pounds of Pepper, in manner following; that is to say, Twelve Pounds Seventeen Shillings and Three Pence in Monies, and Six Pounds Eight Shillings, and Nine Pence, being the Residue thereof, in Corn, in such Quantities, and of such Quality, and at such times, as is therein mentioned.

And whereas by another Indenture, bearing Date the same Twentieth Day of *December* One thousand Seven hundred and Fifty-nine, and made or mentioned to be made between the same Warden and Scholars of *New College*, in *Oxford*, of the One Part, and the said *Agatha Child*, of the other Part, for the Considerations therein mentioned, the said Warden and Scholars did demise, grant, and to farm lett, unto the said *Agatha Child*, her Executors, Administrators, and Assigns, all those their Meadows or Closes, the One commonly called *Madcroft Close*, or the *Nether End of Madcroft*, and the other by the Name of *Barnard's Mead*, situate, lying, and being in *Stanton St. John's*, and *Woodperry*, in the County of *Oxford*, and theretofore in the Tenure or Occupation of *William Stephens*, Esquire, or his Assigns, (except and reserved to the said Warden and Scholars, and their Successors, all and all manner of Trees standing, growing, or being, in or upon the said Two Meadows or Closes, and every or any of them, or any Part or Parcel of them, together with free Ingrefs, Egreffs, and Regrefs, at all seasonable and convenient Time and Times of the Year, to fell, cut down, have, take, and carry away the same; to hold the same (except as therein before excepted and reserved) unto the said *Agatha Child*, her Executors, Administrators, and Assigns, from the Feast of *St. Michael* the Archangel, then last past, for the Term of Twenty Years, from thence next following, and fully to be complete and ended (subject also to the Uses and Trusts contained in the last Will and Testament of the said *John Morse*), yielding and paying therefore yearly, during the said Term of Twenty Years, to the said Warden and Scholars, and their Successors, the usual and accustomed Fees, and Thirty Shillings in manner following, that is to say, Twenty Shillings thereof

thereof in ready Money, and for the other Ten Sillings, Two Quarters of good, seasonable, sweet, and clean Malt, or the just Price or Value thereof, to be estimated and paid at the Times and in Manner therein mentioned :

**And whereas** by another Indenture, bearing Date the same Twentieth Day of *December* One thousand Seven hundred and Fifty-nine, and made and mentioned to be made, between the same Warden and Scholars of *New College in Oxford*, of the One Part, and the said *Agatha Child* of the other Part; for the Considerations therein mentioned, the said Warden and Scholars did demise, grant, and to farm lett, unto the said *Agatha Child*, her Executors, Administrators, and Assigns; all those their Woods, Coppices, and Waste Lands, within their said Woods (that is to say) all those their Twelve Coppices, Woods, or Groves, as they are in Truth, called *Green Close Coppice*, *Signet Coppice*, *Collins Coppice*, *Stonebridge Coppice*, *Cantfield Coppice*, *Venthill Coppice*, *Ralph's Close Coppice*, *Great Hordley Coppice*, *Picked Hordley Coppice*, *Wood Close Coppice*, *Upper Woodperry Coppice*, and *Lower Woodperry Coppice*, with their Appurtenances; all which said Coppices lie together, and are situate, lying, and being, in *Stanton St. John's*, and *Woodperry*, in the County of *Oxford*, containing in the whole Three hundred Acres of Wood Ground, more or less, together with all other the Woods, Woody Grounds, Waste Lands, aforesaid, Coppices, Lawn, Underwoods, Woods, Bushes, Furze, Heath, Partage, Parmage, Mast, Fishing, Fowling, Hawking, Hunting, Herbage, Commons, Common of Pasture, Profits, Commodities, and Advantages, with their and every of their Appurtenances, whatsoever, to the said Woods, Wood Grounds, and Coppices, to them or either of them belonging, incident, or in any wise appertaining (except and reserved unto the aforesaid Warden and Scholars, their Successors and Assigns, all the Bodies, Lop, Top, and Bark, of all Timber Trees, of Oak, Ash, Elm, and Beach, then standing, growing, or being, or which at any Time thereafter, during the Term thereby demised, should be standing, growing, or being, in or upon the said Woods, Coppices, Groves; and other the said Wood Grounds, with Liberty for them the said Warden and Scholars, or their Successors and Assigns, at all seasonable Times, with their Servants, Labourers, and Workmen, with Carts and Horses to enter, and have free Ingress, Egress, and Regress, into and upon the said demised Premises, or any Part or Parcel thereof, to fell and cut down, dress and carry away, all and every or any the said Trees; and also except and reserved to the said Warden and Scholars, and their Successors, or any of them, free Liberty for the said Warden and Scholars, and their Successors, during the said Term, to hunt, hawk, fish, and fowl, within the said Woods and Underwoods, and within the said Premises thereby demised; to hold the same (except before excepted and reserved) to the said *Agatha Child*, her Executors, Administrators, and Assigns, from the Feast of *St. Michael*, then last past, for the Term of Twenty Years then next following, subject to the Trusts contained in the said Will of the said *John Morfe*, yielding and paying to the said Warden and Scholars, their Successors and Assigns, the usual and accustomed Fees, and also the Sum of Twenty Pounds, of lawful Money of *Great Britain*, at the times and in manner therein mentioned :

And



And whereas by another Indenture, bearing Date the same Twentieth Day of *December* One thousand Seven hundred and Fifty-nine, and made or mentioned to be made between the same Warden and Scholars of *New College*, in *Oxford*, of the One Part, and the said *Agatha Child* of the other Part; for the Considerations therein mentioned, the said Warden and Scholars did demise, grant, and to farm lett, unto the said *Agatha Child*, her Executors, Administrators, and Assigns, all that the Parsonage of *Woodperry*, in the County of *Oxford*, and Two Acres of Arable Land, and One Acre of Thorns and Bushes, situate, lying, and being, in *Asben Hedge*, in *Woodperry*, within the County of *Oxford*, together with all and all manner of Tythes, Fruits, Profits, Emoluments, Commodities, and Appurtenances, to the said Parsonage belonging, or in any wise appertaining, to hold the same unto the said *Agatha Child*, her Executors, Administrators, and Assigns, from the Feast-day of *St. Michael* then last past, for the Term of Ten Years, yielding and paying therefore yearly, during the said Term of Ten Years, to the said Warden and Scholars, and their Successors, the usual and accustomed Fees, and also the Sum of Forty Shillings, in manner following, that is to say, Twenty-six Shillings and Eight Pence in ready Money, and Thirteen Shillings and Four Pence, the Residue thereof, in Corn, in such Quantities, and of such Quality, and at such Times, as is therein mentioned:

Now it is hereby further Enacted, by the Authority aforesaid, That all and every the said Leasehold Messuages or Tenements, Scite, Farm Lands, Grounds, Woods, Parsonage Tythes, Hereditaments, and Premises, comprised in, and granted and demised by the said Lease, of the Tenth Day of *January* One thousand Seven hundred and Fifty-six, and the said Four several Leases of the Twentieth Day of *December* One thousand Seven hundred and Fifty-nine, herein before respectively recited, with their and every of their Rights, Privileges, and Appurtenances (except as therein are respectively excepted), shall, from and after the said Tenth Day of *October* One thousand Seven hundred and Sixty, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in, the said *Peregrine Bertie*, and *Richard Wilbrabam Bootle*, their Executors, Administrators, and Assigns, for and during all the Residue and Remainder of the said several Terms and Estates, for which the said Leasehold Premises are, in and by the said several recited Leases respectively, granted and demised, freed and discharged, and absolutely acquitted, exempted, exonerated, and indemnified, of, from, and against, all and every the Uses, Estates, Trusts, Powers, Provisoes, Declarations, and Limitations, in and by the said recited Will and Codicils of the said *John Morse* limited, created, provided, and declared, of and concerning the same: But nevertheless, upon the Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Provisoes and Declarations, herein after-mentioned, expressed, and declared, of and concerning the same (that is to say), upon Trust, that they the said *Peregrine Bertie*, and *Richard Wilbrabam Bootle*, and the Survivor of them, and the Executors and Administrators of such Survivor, shall and do, by and out of the clear Rents and Profits of the said Leasehold Premises, raise and collect a competent Sum of Money for renewing the said Leases, from time to time, as it shall be customary or requisite; and also shall and do,

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from

Settlement of  
Leaseholds

In trust for  
for the benefit of  
the person entitled to  
the freehold

from time to time, renew the said Leases, and take new Leases of the same Premises respectively, and make Surrenders of the Leases in being, as shall be requisite and necessary for the procuring and obtaining legal and effectual Leases of the same Premises, and, subject thereto, shall and do stand and be possessed of and interested in the said several Leasehold Estates and Premises, during the present and every subsequent Term and Terms to be granted thereof respectively, in Trust for such Person and Persons, as shall, for the Time being, by virtue of the Limitations of this present Act, be intitled to the Inheritance of the Freehold Lands and Hereditaments, hereby vested and settled respectively.

power for Trustees  
to sell freehold &  
leasehold

**Provided always, and it is hereby further Enacted and Declared,** That it shall and may be lawful to and for the said *Peregrine Bertie*, and *Richard Wilbrabam Bootle*, or the Survivor of them, or the Heirs, Executors, or Administrators, of such Survivor, by and with the Consent and Approbation of the Person or Persons, who shall, for the Time being, be intitled to or in the Perception of the Rents and Profits of the said Freehold and Leasehold Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, hereby vested and settled, by virtue of and under the Limitations of this present Act, and of the Guardian and Guardians of such of the said Persons respectively, as shall be under the Age of Twenty-one Years, to make Sale and dispose of all or any Part or Parts of the same Freehold and Leasehold Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, unto any Person or Persons, that shall be willing to become Purchaser or Purchasers thereof, for the most Money, and best Price and Prices that can be had or gotten for the same; and for that End and Purpose, by and with such Consent as aforesaid, to revoke and make void, all and every or any the Uses, Estates, Trusts, and Limitations, herein before limited, created, and declared, of and concerning the same Premises, which shall be so sold and disposed of, and to limit and declare such new Uses and Trusts as they the said *Peregrine Bertie*, and *Richard Wilbrabam Bootle*, or the Survivor of them, or the Executors or Administrators of such Survivor, shall think fit, so as the Money which shall arise and be produced by such Sale or Sales, be paid to the said *Peregrine Bertie*, and *Richard Wilbrabam Bootle*, or the Survivor of them, or the Executors or Administrators of such Survivor, who shall respectively sign and give Receipts for the same.

Advise the  
with consent

to lay out the  
money arising by  
sale in buying other  
lands to be settled  
to the like use

**And it is hereby Enacted and Declared,** That they the said *Peregrine Bertie*, and *Richard Wilbrabam Bootle*, and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall, by and with such Consent as aforesaid, lay out, apply, and dispose of, the Money arising and produced by such Sale or Sales, in the Purchase of Freehold Lands, Tenements, and Hereditaments, in Fee-simple, or Copyhold of Inheritance, to be situate and lying in that Part of *Great Britain* called *England*, and do and shall, immediately after such Purchase and Purchases shall be made, settle, convey, and assure, the Lands, Tenements, and Hereditaments, so to be purchased, to, for, upon, and subject to, such and so many of the Uses, Trusts, Powers, Provisoos, and Limitations, herein before limited, created, and declared,

of



of and concerning the Freehold Lands and Hereditaments, vested and settled by this Act, as shall be then existing, undetermined, or capable of taking Effect (other than and except this present Power or Proviso).

**And it is hereby further Enacted and Declared,** That in the mean time and after such Sale or Sales shall be made of the Premises as aforesaid, and until the Money arising and produced thereby shall be laid out in the Purchase of Lands, Tenements, and Hereditaments, pursuant to this Act, it shall and may be lawful to and for the said *Peregrine Bertie*, and *Richard Wilbraham Bootle*, and the Survivor of them, and the Executors and Administrators of such Survivor, to place out the said Money arising by such Sales respectively as aforesaid, upon the publick Funds, or on Government or real Securities, at Interest, and also, from time to time, to call in the Principal Money, so to be placed out, and to place out the same again at Interest on new or other Securities of the like Nature; and that the Interest, Dividends, and Proceed, arising and produced from such Funds and Securities, shall go and be paid to such Person and Persons, and be applied to and for such Uses, Intents, and Purposes, and in such Manner, as the Rents and Profits of the Lands and Hereditaments, so to be purchased therewith, would or ought to go, or be payable or applicable unto, in case the same were purchased and settled pursuant to this Act.

**And it is hereby further Enacted and Declared,** That the Receipt and Receipts of the said *Peregrine Bertie*, and *Richard Wilbraham Bootle*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, under their, his, or her Hands or Hand respectively, shall be a sufficient Discharge to the Purchaser or Purchasers of the respective Premises, or any Part or Parts thereof, and to their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase Money, for which such Receipt or Receipts shall be given and after such Receipt or Receipts, the said Purchaser and Purchasers, his, her, and their Heirs, Executors, Administrators, and Assigns, shall be, and is and are hereby absolutely acquitted and discharged, of and from the same, and he, they, or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Non-application, of the said Purchase Money, or any Part thereof.

**And it is hereby further Enacted,** by the Authority aforesaid, That all the personal Estate of the said *John Morse* the Testator, and all the Money arising and produced, by and out of the Rents and Profits of his real and Leasehold Estates, and now remaining in, or which shall hereafter come to the Hands or Power of the said *Agatha Child* and *Francis Child* respectively, shall, from and after the said Tenth Day of *October* One thousand Seven hundred and Sixty, be vested in the said *Peregrine Bertie*, and *Richard Wilbraham Bootle*, their Executors, Administrators, and Assigns, upon the Trusts, and to and for the Ends, Intents, and Purposes, herein after-mentioned; that is to say, in Trust thereout, in the first Place, to pay and defray the Charges and Expences attending the obtaining and passing this present Act, and the Costs of the said Suit in Chancery; and, subject thereto, shall stand possessed of, and interested in, the

Residue

Residue and Surplus of the said personal Estate, Effects, and Premises, upon Trust, to lay out, apply, and dispose of, the same, in the Purchase of Lands, Tenements, and Hereditaments, in Fee-simple, or Copyhold of Inheritance, to be situate and lying in that Part of *Great Britain* called *England*; and immediately after such Purchase or Purchases shall be made, to settle, convey and assure, the Lands and Hereditaments so to be purchased, to, for, upon, and subject to, such and so many of the Uses, Trusts, Powers, Provisoos, Limitations, and Restrictions, herein before limited, created, declared, and provided, of and concerning the Freehold Lands, and Hereditaments, vested and settled by this Act, as shall be then existing, undetermined, or capable of taking Effect (other than and except such Power and Authority to make Sale and Disposition thereof, as aforementioned); and also upon Trust in the mean time and until such Money shall be laid out and invested in such Purchase or Purchases as aforesaid, either to permit the same to continue on the present Securities, or otherwise, by and with such Consent and Approbation as aforementioned, to call in and receive the said Principal Money, and to place the same out, from time to time, upon new or other Funds or Securities, of the like Nature, at Interest.

**And it is hereby Enacted and Declared,** That the Interest, Dividends, and yearly Proceeds, arising and produced from such Funds and Securities, shall go and be paid to such Person and Persons, and be applied to and for such Uses, Intents, and Purposes, and in such Manner, as the Rents and Profits of the Lands and Hereditaments, so to be purchased therewith, would or ought to go, or be payable or applicable unto, in case the same were purchased and settled pursuant to this Act.

**And it is hereby further Enacted and Declared,** That the several Trustees herein before named and appointed, for the several Purposes herein before mentioned, shall not, nor shall any of them, or the Heirs, Executors, or Administrators, of any of them, be answerable or accountable for any Money to be received by virtue of and under the Trusts herein before declared, any otherwise than each Person for such Sum and Sums of Money as he shall respectively actually receive; and that no One of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and also that they the said Trustees, their Heirs, Executors, and Administrators, shall and may, by and out of the Rents and Profits of the Premises hereby vested in them as aforesaid, retain to and reimburse themselves all such Costs, Charges, Damages, and Expences, as they respectively shall or may sustain or be put unto, in and about the Execution and Performance of the Trusts hereby in them reposed.

**Saving always** to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Elizabeth Bertie* the Mother, and the said *Peregrine Bertie* the Younger, and *Albemarle Bertie*, and the Heirs Male of their respective Bodies, and all and every other Son and Sons, on the Body of the said *Elizabeth Bertie* the Mother to be begotten, and hereafter to be born, and the Heirs Male of the Body and Bodies of  
such



ch Son and Sons respectively, and all and every the Daughter and  
 daughters on the Body of the said *Elizabeth Bertie* the Mother begotten  
 to be begotten, and the Heirs of the respective Body and Bodies of such  
 daughter and Daughters, and the said *Francis Child* and *Robert Child*,  
 and the Heirs of their respective Bodies, and the Person and Persons seized  
 or intitled to the legal Estate and Interest of and in the Manors, Mes-  
 sages, Farms, Lands, Tenements, and Hereditaments, purchased with  
 the personal Estate of the said *John Morse*, and their respective Heirs,  
 Executors, Administrators, and Assigns, and all and every other Person  
 and Persons, claiming or to claim any Use, Trust, Estate, Right, Title,  
 Interest, Portion, Sum or Sums of Money, either in Law or Equity, of,  
 to, or out of, the Premises hereby vested as aforesaid, by virtue of or  
 under the said recited Will and Codicils, or any of them; All such Estate,  
 Right, Title, Interest, Claims, and Demands, of, in, to, or out of, the  
 said Premises, vested, settled, and limited, or directed to be vested, settled,  
 and limited, respectively, by this Act, as they, every or any of them, had  
 before the passing of this Act, or could or might have had and enjoyed,  
 in case this Act had not been made.

An Act for vesting and settling  
the real and personal Estate of John  
Morle, late Citizen and Goldsmith  
of London, deceased, for the Bene-  
fit of the several Persons intitled un-  
der his Will, and for the better  
answering and effecting the Intent  
and Purposes of the same Will.

[1761.]